



**REFUSE COLLECTION/DISPOSAL  
AND  
RECYCLING COLLECTION/PROCESSING  
FOR THE VILLAGE OF BUTLER**

**GENERAL CONTRACT SPECIFICATIONS AND PROVISIONS**

**CONTRACT BETWEEN  
VILLAGE OF BUTLER  
AND**

\_\_\_\_\_

**Proposal submitted \_\_\_\_\_, 2015**

Submitted By: \_\_\_\_\_  
(Company Name)

Contact Information: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(E-mail address)

**VILLAGE OF BUTLER, WISCONSIN**  
**PROPOSAL FOR GARBAGE AND RUBBISH COLLECTION**

The VILLAGE OF BUTLER requests proposals for collection, transportation, disposal, and processing of refuse and recycling from qualified vendors.

This request for proposal calls for a 5-year contract with an option to renew an additional 5-years.

The Village of Butler is located in eastern Waukesha County between Milwaukee, Brookfield and Menomonee Falls. Butler's population is 1,880 with a high concentration of light industrial and commercial properties.

The Village's current contract for refuse and recycling contract ends with Waste Management on December 31, 2015. The Village is currently billed at a per unit basis which accounts for 519 residential (one and two family dwellings) and 285 condo/apartment units.

The Village reserves the right to reject any and all proposals, to waive any and all informalities, and to negotiate contract terms with the selected provider.

Any questions regarding this proposal should be directed to Kayla Chadwick, Village Administrator, Village of Butler, 12621 W. Hampton Ave, (262) 783-2525 or [kchadwick@butlerwi.gov](mailto:kchadwick@butlerwi.gov)

A formal bid opening will take place on Monday, July 6, 2015 at 10:00 am:

The Village of Butler Village Hall  
12621 W. Hampton Ave  
Butler, WI 53007

The proposal shall be submitted to the above address in a sealed envelope and clearly marked: "VILLAGE OF BUTLER REFUSE / RECYCLING PROPOSAL – ATTENTION KAYLA CHADWICK, VILLAGE OF BUTLER."

All qualified bidders must be able to demonstrate a track record of providing similar service to a comparable size community or larger in Southeastern Wisconsin. The Village Public Works Committee will have the final determination if any bidders qualifications are challenged by the Village Staff.

The undersigned, having become familiar with the local conditions affecting the cost of the work, the prequalification questionnaire, the Instructions to bidders, the general contract provisions, the contract work specifications, and any addenda, hereby proposes to provide all labor, materials, necessary tools, equipment, containers, and transportation services necessary to complete, in a workmanlike manner, all of the work required for the collection and disposal of refuse from one and two family residences, three family apartment complexes, and four six(6) unit and the five eight (8) unit buildings and the government buildings as listed in the contract work specifications, including the recycling of various materials.

This bid is made with the full knowledge of the kind, quality and quantity of the work and materials required and after personal investigation and examination of the local conditions and accessibility of the work. It is agreed that the undersigned will enter into an Agreement with the Village and will furnish all required insurance and sureties to perform the work as out lined in the Contract Documents and in accordance with the following schedule of contract fees:

#### CHECKLIST FOR SUBMITTALS

- Narrative presentation
- Signed cover letter of submittal on the Contractor's letterhead
- Signed proposal form
- Proposed route map/day
- Completed Price Quotation Section
- List of Wisconsin Municipalities Served
- Equipment Inventor
- Listing of Facilities
- Certificate of Insurance (required upon Contractor selection, but before contracting signing)
- Performance Bond

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## **SECTION I FORM OF AGREEMENT**

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_ hereinafter called the "Contractor" and the Village of BUTLER, Wisconsin, hereinafter called the "Village"; WITNESSETH, that the Contractor and the Village, for the consideration stated herein agree as follows:

## **SECTION II GENERAL CONTRACT PROVISIONS**

**DEFINITIONS.** The terms as used in these contract documents are as follows:

"Brush" - logs, branches, trunks, stumps of removed or partially removed trees, hedge, or bushes.

"Commercial waste" - solid waste material resulting from the operation of a business, store, school, church, club, lodge, apartment and multiple-family complex of five units or more, and similar enterprises, and includes garbage, rubbish, and other solid materials incidental thereto. Excluding condominiums.

"Composting" - the controlled biological reduction of organic waste to humus.

"Condominium Complex" - Any residential type structure having more than three families in separate living units owned separately and receiving a separate tax bill.

"Construction or demolition waste" - waste resulting from building construction, alterations or repair, dirt from excavation, plumbing, heating or similar alterations or replacements.

"Contractor" - The person, persons, firm or corporation, including the agents, employees, workers, or assignees of said contract, to whom the contract is awarded by the Village and who is subject to the terms of said contract.

"Disposal Site" - Landfill, composting center, recycling material recovery center, etc.

"Domestic waste" - solid waste material resulting from the usual and customary routine of residential housekeeping and includes garbage and rubbish.

"Garbage" - all waste, animal, fish, fowl, or vegetable matter incident to and resulting from the use, preparation and storage of food for human consumption.

"Garden waste" - shall include all annual, perennial and weed plant material contained within a vegetable or flower garden.

"Green grass clippings" - grass clippings resulting from the mowing of lawns.

"Holiday" - New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day, exclusively.

"Kitchen waste" - shall be any uncooked plant matter not contaminated by or containing meat, fish and or dairy products.

"Leaves" - shall mean none woody fallen tree material.

"Director" - The Director of Public Works of the Village of Butler as appointed by the Village Board of Trustees of the Village of Butler or his designee.

“Multi-family Residence” - Any residential type structure having more than three families in rented separate living units with the whole property having a single tax bill.

“Newsprint” - shall mean a common and inexpensive machine finished paper made chiefly from wood pulp and used for newspapers and paper material from mailings and gray board.

“Project” - The entire area proposed by the Village to be serviced in whole or in part pursuant to the contract.

“Recyclables” - shall be all materials subject to recycling under Wis. Stats. ch. 287 including newsprint, boxes, cartons, office paper, glass, aluminum, tin, and plastic (grades 1 to 7).

“Recycling” - The act of removing recyclable items from the general waste stream, prohibiting its entrance into a landfill.

“Residential housekeeping” - shall include single-family dwellings, duplexes, three and four family dwellings and condominium units.

“Rubbish” - is the miscellaneous waste material, combustible and noncombustible, resulting from housekeeping and not recyclable. Includes, excelsior, ashes, cinder, metals and rubber.

“Rubble” - Broken fragments of rock, masonry, stone, or other building material.

“Single/two/three/four-family Residence” - Any single or two family home wherein one to two families reside in separate living units.

“Business” – any commercial type unit that generates rubbish of three (3) 32 gallon containers or less per week. Small businesses shall be considered single/two/three/four-family units for the purpose of this contract.

“Solid waste” - domestic waste resulting from domestic use activities, excluding toxic wastes, hazardous materials, hazardous wastes or hazardous substances (as further defined under state and federal law), construction or demolition waste, green grass clippings and rubble.

“Subcontractor” - A person, firm or corporation, including the agents, employees, workers, or assignees of said contractor, other than the contractor supplying labor and materials or labor only on the work site of the project.

“Surety” - The person, firm or corporation that has executed, as surety, the Contractor’s Performance Bond, securing the performance of the contract.

“Thatch” - is a mat of un-decomposed dead grass plants accumulated next to the soil in a lawn.

“Village” - The Village of Butler.

“Village Municipal Buildings” - Village Hall – 12621 W. Hampton Ave; Public Works Complex – 12975 W. Silver Spring Road; Library – 12808 W. Hampton Ave; Community Building – 5251 W. 127<sup>th</sup> Street.

“Village Administrator” – the Butler Village Administrator or her designee.

“Work” - All work, including materials, labor, supervision, and use of equipment necessary to complete the project in full compliance with the terms of the contract.

“Waste tires” - means tires that are no longer suitable for its original purpose because of wear, damage or defect.

“White goods/major appliances” - includes refrigerators, dishwashers, air conditioners, ranges/stoves, washing machines, dryers, water softeners, trash compactors, dehumidifiers, water heaters, microwave ovens, and ovens.

“Yard Waste” - Waste limited to what is grown and/or produced on a residential property. Including, but not limited to: branches, leaves, logs, stumps, weeds, mulch, thatch, and brush, but not including green grass clippings.

2. SCOPE OF WORK. The Contractor shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the collection and processing/disposal of all recyclables and solid waste in the Village of Butler, Wisconsin, for a period of five (5) years, commencing on January 1, 2016 and terminating on December 31, 2021, all in accordance with the general contract provisions and contract work specifications.

For this purpose of this contract all single and two family units will be considered one unit. The Village has no three or four family units.

3. CONTRACT SECURITY. To guarantee completion of this contract and the provisions contained herein, the Contractor attaches hereto and makes apart hereof a performance bond on the form attached or an irrevocable letter of credit on a form approved by the Village Attorney, in the sum of \$500,000.00 duly executed by the Contractor and a surety licensed by the State of Wisconsin or a lending institution.

4. CONTRACTORS INSURANCE. The Contractor shall not commence work under this contract until all insurance is obtained as required under this subsection and shall not commence work until such insurance has been approved by the Village. The Contractor shall not allow any subcontractor to commence work on the subcontract until all similar insurance has been obtained by the subcontractor, and approved by the Village.

A. Worker's Compensation Insurance

The Contractor shall obtain and maintain, during the life of this contract and before any work is commenced, Worker's Compensation Insurance for all employees employed on the project. In the event any work is sublet, the contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees is engaged in work under this contract at the project site, and is not protected under the Worker's Compensation Statute, the Contractor shall provide Employer's Liability Insurance for the protection of employees not protected by the Worker's Compensation Statute.

B. Public Liability and Property Damage Insurance

The Contractor shall obtain and maintain, during the life of this contract, such public liability and property damage insurance as shall protect the contractor, any subcontractor, and the Village during the performance of work covered by this contract. Public liability and property damage insurance shall include, but is not limited to, claims for damages from personal injury, including accidental death, and claims for property damage, which may arise from operation under this contract. The coverage for insurance is the responsibility of the contractor, whether such operations are undertaken by contractor, or by any subcontractor, or by anyone directly or indirectly employed by any contractor or sub-contractor in such manner as to impose liability on the Village.

If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the contractor, subcontractors, agents, workers, or assignees of the said contract, or in their performance, or failure to perform any provisions of the contract or of the law, the contractor shall indemnify and hold the Village harmless from any and all claims and judgments for damages, and from costs and expenses to which the Village may be subject, or which it may suffer or incur by reason thereof.

In addition to, and not to the exclusion or prejudice of, any provisions of this contract or documents incorporated herein by reference, the contractor shall indemnify the Village for any loss and save harmless the Village, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in the course of, out of, or as a result of the negligent performance of the contract or the violation of any law, ordinance or regulation, the infringement of any patent. Trademark, trade name or copyright.

C. Comprehensive General Liability and Property Damage Insurance

The Contractor shall not commence work on this contract until obtaining all insurances required under this paragraph and has filed certificates thereof with the Village: Coverage shall protect the contractor, subcontractor, agents, workers, employees, or assignees of contractor during the performance of this contract work from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operation under this contract, whether such operations be by contractor, subcontractor, or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the Village. The amounts of such insurance shall be subject to the following limits: \$5,000,000.00 Bodily Injury/Property Damage per Occurrence Aggregate

D. Comprehensive Automobile Liability and Property Damage

The provisions of the subparagraph shall include, but not be limited to the operations of owned, hired and non-owned motor vehicles for which this contract is applicable. \$5,000,000.00 Bodily Injury/Property Damage Per Occurrence Aggregate. The Contractor shall file a certificate of insurance containing a ten (10) day notice of cancellation.

E. Proof of Carrying Insurance

The Contractor shall furnish the Village with satisfactory proof of the required insurance and that coverage has been obtained with a reliable company or companies, before commencing any work. Such proof shall consist of a certificate executed by the respective insurance company(s) and filed with the Village. The Contractor shall also submit the original insurance policies for inspection and approval of the Village before work is commenced. Said insurance shall not be cancelled, permitted to expire or be changed thereafter without notice often (10) days in advance to the Village and with the approval by the Village.

F. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

G. Each insurance policy required by this clause shall be endorsed to state that

coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- H. The VILLAGE, its officers, employees and volunteers are to be covered as additional Insured's' as respects liability arising out of activities performed by or on behalf of the Contractor including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officers, officials, employees or volunteers.
- I. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

5. PERMITS AND COMPLIANCE WITH LAWS. The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the work and/or required by Municipal, State, and Federal regulations and laws, unless specifically provided otherwise in the contract specifications. The Contractor shall give all notices, pay all fees, and comply with all Federal, State, and Municipal Laws, ordinances, rules and regulations and codes bearing on the conduct of the work. This contract as to all matters not particularly referred to and defined herein, shall, notwithstanding, be subject to the provisions of all pertinent ordinances of the municipality within whose limits the work is performed, which ordinances are hereby made a part of with the same force and effect as if specifically set out herein.

6. SUBCONTRACTS. The Contractor shall notify the Director, in writing, of the names of all subcontractors. The Contractor agrees to be fully responsible to the Village for the acts or omissions of his subcontractors, and of anyone employed directly or indirectly by subcontractor. This contract obligation shall be in addition to the liability imposed by law upon the Contractor. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Village. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the contract work specifications contained herein, as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved, in writing, by the Village.

7. ASSIGNMENT OF CONTRACT. No Assignment by the contractor of any principal contract or any part thereof or the funds to be received hereunder by the contractor, will be recognized unless such assignment has had written approval of the Village Administrator, and the Surety has been given due notice of such assignment and the Village Administrator has furnished written consent thereto. Such written approval by the Village Administrator shall not relieve the contractor of the obligations incurred by the contractor under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporation rendering such services or supplying such materials."

Assignment for the purposes of this contract shall also mean sale of the Contractor's business to other than its current principal owners and/or stockholders.

8. SUPERINTENDENCE. The Contractor shall give his personal superintendence to the work or have at the site of the work at all times, a competent foreman, superintendent, or other representative satisfactory to the Director and having authority to act for the Contractor. Insofar as it is practicable and excepting in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been appointed to represent the Contractor shall so act, and shall follow without delay, instructions of the Director in the performance of the work in conformity with the contract work specifications.

9. USE OF JOB SITE. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workers to limits indicated by law, ordinances, permits or direction by the property owner and shall not encumber the premises with his materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

10. USE OF PRIVATE LAND. The Contractor shall not use any vacant lot or private land within the Village of BUTLER, as a spoil site, without written authorization of the owner of the land (or owner's agent) and approval by the Village Administrator. A copy of the authorization shall be filed with the land owner for his approval.

11. LABOR. The Contractor shall employ competent skilled workers and foremen in the conduct of work on this contract. The Director shall have the authority to order the removal, from operations affecting the Village, of any Contractor's employee who refuses or neglects to obey any of his instructions relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, elusive, threatening, or disorderly in his/her conduct to Village residents or personnel, and any such person shall not again be assigned to this project.

12. DAMAGE. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by his operations in the performance of this contract, and the Contractor shall defend any suit that may be brought against himself/herself or the Village on account of damage inflicted by his/her operations and shall pay any judgment awarded to cover such damages. The Contractor will defend all claims, hold the Village harmless from any liability, and indemnify the Village for any loss arising out of, or occasioned by the Contractor's performance of this contract.

- A. Other complaints (e.g. property damage such as a mailbox/newspaper box or vehicle in the driveway) shall be called in to the Contractor's office and followed with a written complaint form from the Village to Contractor. Contractor must advise disposition of complaint to the property owner and to the Village within five working days and follow up as soon as possible to correct the problem. The penalty for failure to do so will be \$50.00 per occurrence per day.
- B. Failure of contractor to repair property damage caused by his/her workers or equipment within thirty (30) days of issuance of complaint shall be resolved as follows: The Village shall repair damage or cause damage to be repaired and bill Contractor for the cost of repair plus 50%.
- C. Repeated justifiable complaints from the same party shall be subject to a penalty equal to twice the value of the previous complaint penalty for said complainant.

The above penalties shall be itemized by the Director on the Contractor's monthly voucher and deducted there from. The Director shall make the initial determination as to the penalty.

13. PAYMENT TO CONTRACTOR. The Village shall pay the Contractor for the work specified in the sum indicated in Section IV, Schedule of Charges and Fees, with payments to be made monthly as invoiced by the contractor. The Director shall have the authority to make necessary adjustments in said invoice pursuant to provisions detailed under Section II, items 12, 14(A) and (B) and 18.

14. DEDUCTION AND PENALTY FOR UNCORRECTED WORK.

A. If the Village deems it expedient to accept work not done in accordance with the contract, an equitable adjustment will be made with proper deduction from the contract price for unsatisfactory work. Unsatisfactory work shall include but not be limited to:

- (1) Failure of the Contractor to make the necessary collections.
- (2) Failure of the Contractor to respond to complaints to the satisfaction of the Village.
- (3) Failure of the Contractor to follow-up on "missed" pick-ups.
- (4) Failure of the Contractor to make pick-ups on the scheduled day.
- (5) Failure of the Contractor to properly collect and recycle any items defined as recyclable under the provisions of this contract.

Claims for damage filed against the Contractor with the Village shall be handled expeditiously by the Contractor. If contractor fails to do so, the Village maintains the right to withhold funds from the Contractor and pay claims if the Village feels the claims are warranted and justified.

B. In the situation that the Director determines that the contractor has failed in his/her duties to perform the provisions of said contract, and this failure does not warrant breach of contract, the Director is authorized to withhold the following charges per occurrence:

- (1) 14 A.(1) \$50.00
- (2) 14 A.(2) \$50.00
- (3) 14 A.(3) \$100.00
- (4) 14 A.(4) Determined on a Percentage of missed pickups.
- (5) 14 A.(5) \$400.00
- (6) Other Items As determined by the Director.

15. TERMINATION OF CONTRACT. In the event that any of the provisions of this contract are violated by the Contractor or by any of the Contractor's subcontractors, agents, workers, employees, or assignees, the Village may serve written notice upon the Contractor and the surety of its intention to terminate such contract, such notice to contain the reasons for such intention to terminate the contract, and unless within seven (7) days after the serving of such notice upon the Contractor such violation shall cease or satisfactory arrangements for correction be made, the contract shall upon the expiration of said seven (7) days, cease and terminate. In the event of any such termination, the Village shall immediately serve notice thereof upon the surety and the contractor and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within seven (7) days from the date of the mailing to such surety of notice of termination, the Village may take over.

The Village Board of the Village of Butler may terminate this contract at any time upon the proper showing that the services of the Contractor are not satisfactory, or upon failure of the Contractor to adhere to this contract.

16. NON-PERFORMANCE. Non-performance of this contract by the contractor is excused so far as caused by holidays, strikes, fires, extreme weather, catastrophic equipment failure, or vehicular accidents. If any of the above conditions occur, the Contractor shall immediately notify the Village in writing of such conditions. The failure to do so shall constitute failure on the part of the Contractor in the performance of this contract. The Contractor shall not receive payment for the period in which validly excused from performance.

17. POWER OF VILLAGE. The Contractor and the Village hereby specifically agree and declare that the contract for this work is made expressly subject to the powers of Village, as provided in the Wisconsin Statutes. In addition, should any disagreements arise as to the true meaning of this contract, the decision of the Village Board shall be final, conclusive and binding to all parties to the contract.

18. VILLAGE'S RIGHT TO DO WORK. Contractor shall have sufficient equipment and manpower available to continue regular pick-ups in case of breakdown of equipment, resignation of workers, or inclement weather. If the Contractor neglects to perform the work in accordance with the provisions of this contract, the Village, after three days written notice from the Village Administrator to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

19. VERBAL INFORMATION INVALID. Any verbal information obtained from or statement made by representatives of the Village of Butler at the time of the examination of the contract documents which apparently corrects or in any way amends the contract documents, shall be invalid. The Village of Butler will not be responsible for such verbal information or statements. Only written corrections and/or amendments to the contract shall become part of the contract.

20. FEDERAL AND STATE CHARGES. The Contractor or Village may seek an increase or decrease in the rates hereunder to adjust for increases or decreases in costs that become effective on or after January 15, 2009, due specifically to changes in local, state or federal regulations applicable to Contractor's operations or the services provided hereunder (other than income or real property taxes). The request for rate adjustments shall be supported by documentation provided by the requesting party. The requesting party shall provide the other party with no less than 90 days notice so the parties can negotiate and plan for the increase or decrease in costs accordingly.

21. LENGTH OF CONTRACT. The length of contract period is January 1, 2016 through December 31, 2021. The Village reserves the right to reopen any and all provisions of this contract due to changes in Federal and/or State Law, or recycling changes initiated on behalf of the Village. The Village's right to reopen any and all provisions of the contract shall be undertaken upon six (6) month prior written notice to contractor.

22. STARTING DATE. Contractor is expected to start collection on January 1, 2016.

## SECTION III CONTRACT WORK SPECIFICATIONS

### OPTION "A"

#### Automated Weekly Solid Waste and Bi-Weekly Automated Recycling Pick-Up

#### 96 Gallon Containers

1. PURPOSE. The purpose of this contract is to provide for the collection and disposal of all garbage, solid waste and other disposable items from the single/two/three/four-family residences, Condominium Complexes, and Village Municipal Buildings in the Village of Butler.

The contractor shall also provide special collection of white goods/major appliances and household furniture placed at roadside as called in and at a weight-size limit of 800 pounds or 4 cyds. of small materials. **See Schedule for pricing.**

The Village will be allowed, at no charge and upon completion of the appropriate documentation, to dispose of clean fill material at the Contractor's disposal site, up to 25 loads, primarily from street sweeping operations.

2. SINGLE FAMILY RESIDENTIAL CONTAINER SPECIFICATIONS. Each single/two family residential unit is provided with one (1) 94 to 96 gallon mobile refuse cart per dwelling unit. The Contractor shall provide all mobile refuse carts (with the highest recyclable plastic content available in the body of the container), provide any necessary general maintenance, and deliver same to the residence as needed. Identification and instructions shall be imprinted on the cart at the approval of the Village. Costs associated with supplying and maintaining said carts shall be incorporated into the monthly contract price.

3. SPECIAL CONTAINERS The Contractor shall provide and maintain a sufficient number of closed refuse containers to serve condominium complexes. Existing condominium complexes in the Village include:

- Hampton Regency 120 units (4-2 yard Dumpsters)
- Butler Square 65 units (2-2 yard Dumpsters)
- Hampton Crest 35 units (2-2 yard Dumpsters)
- Five, eight (8) unit buildings (1-2 yard Dumpster per building)
- Four, six (6) unit buildings (1-2 yard Dumpster per building)

Containers at these locations shall be placed by the Contractor as directed by the Village and complex management. The size and number of containers used may vary over the contract term to allow for changing occupancy rates at each development. The Contractor shall contact representatives from each condominium complex to provide the most adequate quantity and type of containers. The Village shall be notified in writing of any changes made to the quantity and type of refuse containers used.

The quantity and type of containers at the Village Municipal Buildings shall be adequate to manage the generated refuse, as mutually agreed to by the Village and Contractor.

4. FREQUENCY OF COLLECTION. Contractor shall collect each single/two family residence at least once in each 7 day period. Collection of single/two family residential units shall be on a scheduled basis, each unit being serviced on the same day of each week, unless adjustments in the schedule have been approved and authorized by the Director.

Contractor shall remove refuse at the Village Municipal Buildings at least once in each 7 day period. Additional periodic collections, as necessary, may be requested by the Village at cost as determined/prorated from the Schedule.

In the event the Contractor falls behind in the schedule, such situation shall be corrected immediately so that the normal collection schedule is resumed. The Village shall be notified immediately if any change in the schedule is made for any reason. In the event such schedule is not corrected within one (1) week, the Contractor shall only receive a prorated share of the contract payment. The Director shall determine monthly to what degree the contractor has performed the seven day collection schedule, and payment shall be made accordingly. In the event the contractor feels aggrieved by the decision of the Director the Contractor may appeal such decision to the Village Board, who shall make decision thereon, and whose decision thereon shall be final. Failure to adhere to the collection schedule, except as outlined in Section II, 16. NON-PERFORMANCE, shall be considered a breach of said contract and shall constitute sufficient grounds for termination of said contract.

5. TIME OF COLLECTION. Collection shall occur between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday.

6. SUNDAY AND HOLIDAY WORK. Contractor shall not conduct collections on Sundays or holidays, except for emergencies as approved by the Director. Should any holiday interrupt weekly collection, the Contractor shall coordinate with the Village appropriate schedule changes January of each year prior to the holiday event.

New Year's Day  
Labor Day

Memorial Day  
Thanksgiving Day

Independence Day  
Christmas Day

7. MAP. It is the Contractor's responsibility to adhere to the route schedule map, as provided by the Village. In the event the Contractor chooses to revise the route map, it is the Contractor's responsibility to ensure that copies of this map and a set of regulations are distributed to the affected residents of Butler prior to the effective date of any change. Any change in the route map shall not be permitted until written approval of said route change by the Director is received by the Contractor.

8. COMPLAINTS. All complaints and requests for service shall be made directly by the single/two/three/four-family residences and by the condominium complexes to the Contractor. The Contractor shall immediately respond to complaints. Complaints must be handled on the day they are received except those complaints received after 2:00 p.m. may be satisfied the next day. Failure of the Contractor to comply with the complaint procedures shall result in penalties as outlined in Section II. 14. (A) and (B).

9. LOCATION OF REFUSE CARTS FOR COLLECTION. Residents shall locate their refuse carts on the end of the driveway by the roadside. All refuse must be in one location. It is the Contractor's responsibility to replace the empty refuse cart in a location that does not inhibit the ingress/egress on private residential driveways, behind curbs, and not in drainage ditches. **The lid of the empty refuse cart shall be left in the closed position by the Contractor** after collection. The Contractor is not responsible for collection of material located outside of the cart.

For condominium complexes, the refuse containers required under Section II. 3. shall be placed by the Contractor at the direction of the Village and complex management. All containers will be located in a manner to allow ease of access by the collection vehicles. Any changes in the location of containers must be approved by the Director. The Contractor is not responsible for collection of material located outside of the containers.

10. MANNER OF COLLECTION. The Contractor agrees to furnish equipment that is adequate and appropriate to render the service as contemplated by this Agreement, including specialized covered compactor vehicles with sufficient personnel. The Contractor shall exercise due diligence in making efforts to collect items, regardless of size, provided they may be accommodated by the truck hopper and are capable of being received into the compactor. All service is to be rendered in a good and workmanlike manner and shall include reasonable care to prevent damage or loss of the carts belonging to Village. It is contemplated by this agreement that the Contractor's personnel shall pick up all garbage or refuse that drops off or is blown off or in any way removed from the truck or container while the truck is being loaded or traveling on any road or street in the Village or enroute to the disposal site. It is agreed by the Contractor that its personnel and its equipment shall present a reasonably neat appearance and that service shall be conducted with courtesy and due deference to the patrons served.

In addition, the Contractor shall service areas that are disrupted by construction as per established schedule without additional compensation.

NOTE: All materials meeting criteria in paragraph 1. Purpose must be picked up according to the collection schedule. Only material not meeting above criteria may be left behind. Any material left at the roadside by the Contractor shall be clearly marked or tagged by the Contractor indicating the reason that the material is not being collected.

11. HARDSHIP CASES. At a residence where all occupants are handicapped and are unable to place their refuse and/or recycling containers at roadside, the Contractor will be responsible for moving the containers from their storage location, taking them to the vehicle and then returning them to their original storage location. The Village shall not be assessed an additional fee by the Contractor for this special handling of refuse for handicapped individuals. The Contractor shall maintain a log of all residences under such hardship, and shall be informed by the Village of additional properties to be added to the log. A missed pickup at any of these residences shall constitute failure to make necessary collection, subject to penalty as identified in Section II. 14. (A) and (B).

12. LANDFILL SITE. Contractor shall furnish a disposal site and shall hold the Village harmless from any claims whatsoever concerned with the maintenance of said disposal site, or any claims for negligence, violation of law or public or private nuisance pertaining to said disposal site. At the commencement of this Agreement and at other times during the term of this Agreement when requested to do so by the Village, the contractor will provide appropriate verification that the disposal site or disposal sites used for the disposal of the Village's refuse are in conformance and in compliance with all laws, rules and regulations governing the operation and use of said disposal sites for disposal of refuse, and that where licenses to operate are required, Contractor will provide appropriate verification that such licenses have been obtained and are valid.

13. RECYCLING. This Section shall provide for the roadside collection of all recyclables for all single/two family residences and adequate collection facilities for condominium complexes and Village Municipal Buildings included in this agreement. The Contractor agrees to assist the Village in educating Village residents on recycling procedures and practices.

A. Recycling Containers: The Contractor shall provide 96 gallon carts for single stream collection of recyclable. Contractor will provide all mobile recycle carts (with the highest recyclable plastic content available in the body of the container), provide any necessary general maintenance, and deliver same to the residence as needed. Costs associated with supplying and maintaining said carts shall be incorporated into

the monthly contract price. This cart shall be similar to the refuse cart, but shall be so different to distinguish for resident use and collection. Identification and instructions shall be imprinted on the cart at the approval of the Village.

The Contractor shall be responsible for providing and maintaining a sufficient number of closed recycling containers to serve condominium complexes (as identified in Section II. 3). Containers at these locations shall be placed by the Contractor as directed by the Village and complex management. The size and number of containers used may vary over the contract term for changing vacancy rates at each complex. The Village shall be notified in writing of any changes made to the quantity and type of recycling containers used. The quantity and type of containers at the Village Municipal Buildings shall be adequate to manage the generated recycling materials, as mutually agreed to by the Village and Contractor.

- B. Frequency of Collection: Recyclables shall be collected once every 14 day period. Manner of collection shall coincide with the guidelines for refuse collection as set forth in Section III. paragraphs 4 through 11 of this agreement.
- C. Contractor shall be responsible for keeping prepared recyclables separate from the general refuse stream, and accordingly shall not be landfilled. In addition, all recyclable materials collected by the Contractor shall be delivered to Resource Management Companies. Contractor shall provide the Village with a monthly report on recycling efforts and shall include, but not be limited to the following:
  - The amount, in tonnage or pounds of each recyclable material collected
  - The revenue received from the sale of each recyclable material collected
  - The amount of savings, in dollars and landfill volume, as a result of the diversion of recyclables from the refuse stream which reduces the Village's disposal costs. i.e. tipping fees, State fees.
- D. The Village shall pay to the Contractor for its performance under this section for collection, transportation, and delivery of recyclable materials from all single/two family residences a fixed fee per residence per month according to Section IV, Schedule of Charges and Fees, of this contract.
- E. The Village shall pay to the Contractor for its performance under this section for collection, transportation, and delivery of recyclable materials from condominium complexes and Village Municipal Buildings a fixed fee per month according to Section IV, Schedule of Charges and Fees, of this contract.
- F. The contractor shall fully cooperate with the Village in the promotion of greater participation in recycling and reduction of the waste generated within the Village. This may require the use of collection personnel to distribute printed material provided by the Village during the collection process.

15. YARD WASTE CURBSIDE PICK-UP SUBSCRIPTION. The Contractor shall provide the following;

1. All equipment personnel, labor and material necessary for the collection of yard waste as defined in S. 159.01(17) Wisconsin Statutes as may be generated by residential, multi-family and eligible commercial and industrial dwellings as establishments who subscribe to the service within the Village.
2. Yard waste may not exceed 2 bags or containers per week per dwelling or establishment subscribing to the service.

3. Contractor will bill the owner of each single family residential unit, multi-family complex, commercial or industrial unit directly for the yard waste subscription service.
4. A charge of (\$\_\_\_\_\_/year SEE PRICING CHART) will be billed in advance to those who wish to subscribe to the service.
5. Collection of yard waste shall be made on the same day as refuse collection between the same hours unless the contractor is prevented from doing so by inclement weather, holidays or other causes beyond the contractors control. The term holiday is defined in the definition section of the RFP.
6. Collection of yard waste shall be made weekly between the period of April 1<sup>st</sup> through November 30<sup>th</sup> of each year of this contract.
7. In the event that yard waste was not collected during the days and times specified in this contract, the Contractor agrees to collect such yard waste within twenty-four (24) hours, upon notification of the Village. If the holiday falls on the day of collection, the contractor shall make collections within twenty-four (24) hours following the holiday. Regular collections shall resume the following week.
8. In the event of inclement weather which prohibits collection on the designated collection day, Contractor shall notify the Village Administrator of such a delay.

16. STORM WATER SERVICES. The Village is under a WDNR NR216 permit which requires the Village to conduct street sweeping operations and the cleaning of debris from storm water catch basins/inlets. Contractor shall allow the Village to dump 25 loads per year at your facility as part of this contract for the disposal of street sweeping and catch basin cleaning debris.

These services shall be reimbursed according to Section IV, Schedule of Charges and Fees, of this contract.

**SECTION IV  
SCHEDULE OF CHARGES AND FEES  
OPTION "A"**

**Automated Weekly Solid Waste and Bi-Weekly Automated Recycling Pick-Up**

**96 Gallon Containers**

**Service 2016 Subsequent Contract Years Through December 2021**

**The following prices are effective January 1, 2016.**

Unless other prices are provided by the Contractor, effective January 1, 2016 and each January 1<sup>st</sup> through December 2021, the rates and fees as detailed below shall be adjusted by the percentage of increase or decrease as determined by the annualized Consumer Price Index for the Milwaukee SMSA, as published by the U.S. Bureau of Labor Statistics. The Transportation Index for the Urban Wage Earners and Clerical Workers section shall be used. This CPI adjustment shall have a cap as set by the contractor below.

**CPI Cap for years 2016 through December 2021:** \_\_\_\_\_ (\_\_\_\_%) percent.

**IF CONTRACTOR IS NOT USING THE CPI ABOVE FOR 2016 THROUGH 2021, THEN PROVIDE ADDITIONAL SHEETS WITH CHARGES AND FEES FOR EACH YEAR.**

**PER TON REFUSE DISPOSAL COST AT LANDFILL** \$ \_\_\_\_\_ /ton

**PER TON REFUSE DISPOSAL STATE FEE 2016** \$ \_\_\_\_\_ /ton  
(yearly adjusted as set by the State of Wisconsin)

**ONE/TWO (counted as 1 unit) FAMILY RESIDENTIAL UNITS**

**Monthly Roadside Refuse Collection/Transport** \$ \_\_\_\_\_ /unit  
(weekly – 52 collections)

**Monthly Roadside Recycling Collection/Transport** \$ \_\_\_\_\_ /unit  
(bi-weekly – 26 collections)

**FEES FOR CONDOMINIUM COMPLEXES**

**Monthly Refuse Collection, Transport, Disposal**

Hampton Regency 120 units (4-2 yard Dumpsters) \$ \_\_\_\_\_ /month

Butler Square 65 units (2-2 yard Dumpsters) \$ \_\_\_\_\_ /month

Hampton Crest 35 units (2-2 yard Dumpsters) \$ \_\_\_\_\_ /month

Five, eight (8) unit buildings (1-2 yard Dumpster per bldg) \$ \_\_\_\_\_ /month

Four, six (6) unit buildings (1-2 yard Dumpster per bldg) \$ \_\_\_\_\_ /month

**Monthly Recycling Collection/Transport**

Hampton Regency 120 units (4-2 yard Dumpsters) \$ \_\_\_\_\_ / month

Butler Square 65 units (2-2 yard Dumpsters) \$ \_\_\_\_\_ / month

Hampton Crest 35 units (2-2 yard Dumpsters) \$ \_\_\_\_\_ / month

Five, eight (8) unit buildings (1-2 yard Dumpster per bldg) \$ \_\_\_\_\_ / month

Four, six (6) unit buildings (1-2 yard Dumpster per bldg) \$ \_\_\_\_\_ / month

## **FEES FOR VILLAGE OWNED BUILDINGS/FACILITIES**

### **Monthly Refuse Collection, Transport, Disposal**

Butler Village Hall/Police/Fire – 12621 W. Hampton	
Residential Pickup	\$ _____/month
Public Works Complex – 12975 W. Silver Spring Rd.	
1 – 4 yard dumpsters	\$ _____/month
Village Library – 12808 W. Hampton Ave	
Residential Pickup	\$ _____/month
Butler Community Building – 5251 N. 127 <sup>th</sup> Street	
2-2 yard Dumpsters	\$ _____/month
Eight (8) 32 gallon decorative refuse containers located On Hampton Ave. and the adjacent north and south Municipal Parking lots	\$ _____/month

### **Monthly Recycling Collection/Transport**

Butler Village Hall/Police/Fire – 12621 W. Hampton	
Residential Pickup	\$ _____/month
Public Works Complex – 12975 W. Silver Spring Rd.	
1 – 4 yard dumpsters	\$ _____/month
Village Library – 12808 W. Hampton Ave	
Residential Pickup	\$ _____/month
Butler Community Building – 5251 N. 127 <sup>th</sup> Street	
2-2 yard Dumpsters	\$ _____/month
Eight (8) 32 gallon decorative refuse containers located On Hampton Ave. and the adjacent north and south Municipal Parking lots	\$ _____/month

## **STORM WATER SERVICES**

**Annual charge for 25 loads of Street Sweeping debris included in this contract.**

Per ton disposal charge for street sweeping and catch basin debris (after 25 loads included in this contract. Village will transport)	\$ _____/ton
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## **SPECIAL EVENTS AND SERVICES.**

<b><u>Refuse Containers</u></b> (30 yd min., placed, removed)	\$ _____/unit
Village may need this service from time to time	

**SPECIAL CALLED IN PICK UP**

Per called in pick up \$ \_\_\_\_\_/call  
(800lbs. limit or 4 cyds. Fee between the Contractor and Resident)

**YARD WASTE SUBSCRIPTION SERVICE COLLECTION**

Seasonal rate per collection unit \$ \_\_\_\_\_/annually

**Fuel Rate Adjustment**

\$ \_\_\_\_\_/ton

Due to the fluctuating costs of fuel and its impact on our financial performance all unit rates quotes for refuse and recycling will be subject to a fuel surcharge. For each \$0.10 increase/decrease in Diesel Fuel costs above or below \$3.50 per gallon based on an average cost of diesel fuel for the past 120 days; using the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE") in its Weekly Retail On-Highway Diesel Prices Index.

## SECTION III CONTRACT WORK SPECIFICATIONS

### OPTION "B" CURRENT OPERATIONS

1. PURPOSE. The purpose of this contract is to provide for the collection and disposal of all garbage, solid waste and other disposable items from the single/two/three/four-family residences, Condominium Complexes, and Village Municipal Buildings in the Village of Butler.

The contractor shall also provide special collection of white goods/major appliances and household furniture placed at roadside as called in and at a weight-size limit of 800 pounds or 4 cyds. of small materials. **See Schedule for pricing.**

The Village will be allowed, at no charge and upon completion of the appropriate documentation, to dispose of clean fill material at the Contractor's disposal site, up to 25 loads, primarily from street sweeping operations.

2. SINGLE FAMILY RESIDENTIAL CONTAINER SPECIFICATIONS. Each single/two family residential unit shall place their refuse curbside in the container of their choice. Refuse must be in a trash bag and may be in garbage cans (each cannot exceed 32 gallons in size), trash bags, or bundled neatly. Each container, bag, or bundle shall not exceed 50 lbs.

3. SPECIAL CONTAINERS The Contractor shall provide and maintain a sufficient number of closed refuse containers to serve condominium complexes. Existing condominium complexes in the Village include:

- Hampton Regency 120 units (4-2 yard Dumpsters)
- Butler Square 65 units (2-2 yard Dumpsters)
- Hampton Crest 35 units (2-2 yard Dumpsters)
- Five, eight (8) unit buildings (1-2 yard Dumpster per building)
- Four, six (6) unit buildings (1-2 yard Dumpster per building)

Containers at these locations shall be placed by the Contractor as directed by the Village and complex management. The size and number of containers used may vary over the contract term to allow for changing occupancy rates at each development. The Contractor shall contact representatives from each condominium complex to provide the most adequate quantity and type of containers. The Village shall be notified in writing of any changes made to the quantity and type of refuse containers used.

The quantity and type of containers at the Village Municipal Buildings shall be adequate to manage the generated refuse, as mutually agreed to by the Village and Contractor.

4. FREQUENCY OF COLLECTION. Contractor shall collect each single/two family residence at least once in each 7 day period. Collection of single/two family residential units shall be on a scheduled basis, each unit being serviced on the same day of each week, unless adjustments in the schedule have been approved and authorized by the Director.

Contractor shall remove refuse at the Village Municipal Buildings at least once in each 7 day period. Additional periodic collections, as necessary, may be requested by the Village at cost as determined/prorated from the Schedule.

In the event the Contractor falls behind in the schedule, such situation shall be corrected immediately so that the normal collection schedule is resumed. The Village shall be notified immediately if any change in the schedule is made for any reason. In the event such schedule is not corrected within one (1) week, the Contractor shall only receive a prorated share of the contract payment. The Director shall determine monthly to what degree the contractor has performed the seven day collection schedule, and payment shall be made accordingly. In the event the contractor feels aggrieved by the decision of the Director the Contractor may appeal such decision to the Village Board, who shall make decision thereon, and whose decision thereon shall be final. Failure to adhere to the collection schedule, except as outlined in Section II, 16. NON-PERFORMANCE, shall be considered a breach of said contract and shall constitute sufficient grounds for termination of said contract.

5. TIME OF COLLECTION. Collection shall occur between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday.

6. SUNDAY AND HOLIDAY WORK. Contractor shall not conduct collections on Sundays or holidays, except for emergencies as approved by the Director. Should any holiday interrupt weekly collection, the Contractor shall coordinate with the Village appropriate schedule changes January of each year prior to the holiday event.

New Year's Day  
Labor Day

Memorial Day  
Thanksgiving Day

Independence Day  
Christmas Day

7. MAP. It is the Contractor's responsibility to adhere to the route schedule map, as provided by the Village. In the event the Contractor chooses to revise the route map, it is the Contractor's responsibility to ensure that copies of this map and a set of regulations are distributed to the affected residents of Butler prior to the effective date of any change. Any change in the route map shall not be permitted until written approval of said route change by the Director is received by the Contractor.

8. COMPLAINTS. All complaints and requests for service shall be made directly by the single/two/three/four-family residences and by the condominium complexes to the Contractor. The Contractor shall immediately respond to complaints. Complaints must be handled on the day they are received except those complaints received after 2:00 p.m. may be satisfied the next day. Failure of the Contractor to comply with the complaint procedures shall result in penalties as outlined in Section II. 14. (A) and (B).

9. LOCATION OF REFUSE FOR COLLECTION. Residents shall locate their refuse on the end of the driveway by the roadside. All refuse must be in one location. It is the Contractor's responsibility to replace the empty refuse containers in a location that does not inhibit the ingress/egress on private residential driveways, behind curbs, and not in the drainage ditches.

For condominium complexes, the refuse containers required under Section II. 3. shall be placed by the Contractor at the direction of the Village and complex management. All containers will be located in a manner to allow ease of access by the collection vehicles. Any changes in the location of containers must be approved by the Director. The Contractor is not responsible for collection of material located outside of the containers.

10. MANNER OF COLLECTION. The Contractor agrees to furnish equipment that is adequate and appropriate to render the service as contemplated by this Agreement, including specialized covered compactor vehicles with sufficient personnel. The Contractor shall exercise due diligence in making efforts to collect items, regardless of size, provided they may be accommodated by the truck hopper and are capable of being received into the compactor. All service is to be rendered in a good and workmanlike manner and shall include

reasonable care to prevent damage or loss of the carts belonging to Village. It is contemplated by this agreement that the Contractor's personnel shall pick up all garbage or refuse that drops off or is blown off or in any way removed from the truck or container while the truck is being loaded or traveling on any road or street in the Village or enroute to the disposal site. It is agreed by the Contractor that its personnel and its equipment shall present a reasonably neat appearance and that service shall be conducted with courtesy and due deference to the patrons served.

In addition, the Contractor shall service areas that are disrupted by construction as per established schedule without additional compensation.

NOTE: All materials meeting criteria in paragraph 1. Purpose must be picked up according to the collection schedule. Only material not meeting above criteria may be left behind. Any material left at the roadside by the Contractor shall be clearly marked or tagged by the Contractor indicating the reason that the material is not being collected.

11. HARDSHIP CASES. At a residence where all occupants are handicapped and are unable to place their refuse and/or recycling containers at roadside, the Contractor will be responsible for moving the containers from their storage location, taking them to the vehicle and then returning them to their original storage location. The Village shall not be assessed an additional fee by the Contractor for this special handling of refuse for handicapped individuals. The Contractor shall maintain a log of all residences under such hardship, and shall be informed by the Village of additional properties to be added to the log. A missed pickup at any of these residences shall constitute failure to make necessary collection, subject to penalty as identified in Section II. 14. (A) and (B).

12. LANDFILL SITE. Contractor shall furnish a disposal site and shall hold the Village harmless from any claims whatsoever concerned with the maintenance of said disposal site, or any claims for negligence, violation of law or public or private nuisance pertaining to said disposal site. At the commencement of this Agreement and at other times during the term of this Agreement when requested to do so by the Village, the contractor will provide appropriate verification that the disposal site or disposal sites used for the disposal of the Village's refuse are in conformance and in compliance with all laws, rules and regulations governing the operation and use of said disposal sites for disposal of refuse, and that where licenses to operate are required, Contractor will provide appropriate verification that such licenses have been obtained and are valid.

13. RECYCLING. This Section shall provide for the roadside collection of all recyclables for all single/two family residences and adequate collection facilities for condominium complexes and Village Municipal Buildings included in this agreement. The Contractor agrees to assist the Village in educating Village residents on recycling procedures and practices.

A. Recycling Containers: The Contractor shall provide 18 gallon bins for single stream collection of recyclable materials, and provide any necessary general maintenance, and deliver same to the residence as needed. Costs associated with supplying and maintaining said carts shall be incorporated into the monthly contract price.

The Contractor shall be responsible for providing and maintaining a sufficient number of closed recycling containers to serve condominium complexes (as identified in Section II. 3). Containers at these locations shall be placed by the Contractor as directed by the Village and complex management. The size and number of containers used may vary over the contract term for changing vacancy rates at each complex.

The Village shall be notified in writing of any changes made to the quantity and type of recycling containers used. The quantity and type of containers at the Village Municipal Buildings shall be adequate to manage the generated recycling materials, as mutually agreed to by the Village and Contractor.

- B. Frequency of Collection: Recyclables shall be collected once every 7 day period. Manner of collection shall coincide with the guidelines for refuse collection as set forth in Section III. paragraphs 4 through 11 of this agreement.
- D. Contractor shall be responsible for keeping prepared recyclables separate from the general refuse stream, and accordingly shall not be landfilled. In addition, all recyclable materials collected by the Contractor shall be delivered to Resource Management Companies. Contractor shall provide the Village with a monthly report on recycling efforts and shall include, but not be limited to the following:
  - The amount, in tonnage or pounds of each recyclable material collected
  - The revenue received from the sale of each recyclable material collected
  - The amount of savings, in dollars and landfill volume, as a result of the diversion of recyclables from the refuse stream which reduces the Village's disposal costs. i.e. tipping fees, State fees.
- D. The Village shall pay to the Contractor for its performance under this section for collection, transportation, and delivery of recyclable materials from all single/two family residences a fixed fee per residence per month according to Section IV, Schedule of Charges and Fees, of this contract.
- E. The Village shall pay to the Contractor for its performance under this section for collection, transportation, and delivery of recyclable materials from condominium complexes and Village Municipal Buildings a fixed fee per month according to Section IV, Schedule of Charges and Fees, of this contract.
- F. The contractor shall fully cooperate with the Village in the promotion of greater participation in recycling and reduction of the waste generated within the Village. This may require the use of collection personnel to distribute printed material provided by the Village during the collection process.

15. YARD WASTE CURBSIDE PICK-UP SUBSCRIPTION. The Contractor shall provide the following;

- 9. All equipment personnel, labor and material necessary for the collection of yard waste as defined in S. 159.01(17) Wisconsin Statutes as may be generated by residential, multi-family and eligible commercial and industrial dwellings as establishments who subscribe to the service within the Village.
- 10. Yard waste may not exceed 2 bags or containers per week per dwelling or establishment subscribing to the service.
- 11. Contractor will bill the owner of each single family residential unit, multi-family complex, commercial or industrial unit directly for the yard waste subscription service.
- 12. A charge of (\$\_\_\_\_\_/year SEE PRICING CHART) will be billed in advance to those who wish to subscribe to the service.
- 13. Collection of yard waste shall be made on the same day as refuse collection between the same hours unless the contractor is prevented from doing so by inclement

weather, holidays or other causes beyond the contractors control. The term holiday is defined in the definition section of the RFP.

14. Collection of yard waste shall be made weekly between the period of April 1<sup>st</sup> through November 30<sup>th</sup> of each year of this contract.
15. In the event that yard waste was not collected during the days and times specified in this contract, the Contractor agrees to collect such yard waste within twenty-four (24) hours, upon notification of the Village. If the holiday falls on the day of collection, the contractor shall make collections within twenty-four (24) hours following the holiday. Regular collections shall resume the following week.
16. In the event of inclement weather which prohibits collection on the designated collection day, Contractor shall notify the Village Administrator of such a delay.

16. STORM WATER SERVICES. The Village is under a WDNR NR216 permit which requires the Village to conduct street sweeping operations and the cleaning of debris from storm water catch basins/inlets. Contractor shall allow the Village to dump 25 loads per year at your facility as part of this contract for the disposal of street sweeping and catch basin cleaning debris.

These services shall be reimbursed according to Section IV, Schedule of Charges and Fees, of this contract.

**SECTION IV  
SCHEDULE OF CHARGES AND FEES  
OPTION "B"**

**CURRENT SERVICES**

**Service 2016 Subsequent Contract Years Through December 2021**

**The following prices are effective January 1, 2016.**

Unless other prices are provided by the Contractor, effective January 1, 2016 and each January 1<sup>st</sup> through December 2021, the rates and fees as detailed below shall be adjusted by the percentage of increase or decrease as determined by the annualized Consumer Price Index for the Milwaukee SMSA, as published by the U.S. Bureau of Labor Statistics. The Transportation Index for the Urban Wage Earners and Clerical Workers section shall be used. This CPI adjustment shall have a cap as set by the contractor below.

**CPI Cap for years 2016 through December 2021:** \_\_\_\_\_ (\_\_\_\_%) percent.

**IF CONTRACTOR IS NOT USING THE CPI ABOVE FOR 2016 THROUGH 2021, THEN PROVIDE ADDITIONAL SHEETS WITH CHARGES AND FEES FOR EACH YEAR.**

**PER TON REFUSE DISPOSAL COST AT LANDFILL** \$ \_\_\_\_\_ /ton

**PER TON REFUSE DISPOSAL STATE FEE 2016** \$ \_\_\_\_\_ /ton  
(yearly adjusted as set by the State of Wisconsin)

**ONE/TWO (counted as 1 unit) FAMILY RESIDENTIAL UNITS**

**Monthly Roadside Refuse Collection/Transport** \$ \_\_\_\_\_ /unit  
(weekly – 52 collections)

**Monthly Roadside Recycling Collection/Transport** \$ \_\_\_\_\_ /unit  
(weekly – 52 collections)

**FEES FOR CONDOMINIUM COMPLEXES**

**Monthly Refuse Collection, Transport, Disposal**

Hampton Regency 120 units (4-2 yard Dumpsters) \$ \_\_\_\_\_ /month

Butler Square 65 units (2-2 yard Dumpsters) \$ \_\_\_\_\_ /month

Hampton Crest 35 units (2-2 yard Dumpsters) \$ \_\_\_\_\_ /month

Five, eight (8) unit buildings (1-2 yard Dumpster per bldg) \$ \_\_\_\_\_ /month

Four, six (6) unit buildings (1-2 yard Dumpster per bldg) \$ \_\_\_\_\_ /month

**Monthly Recycling Collection/Transport**

Hampton Regency 120 units (4-2 yard Dumpsters) \$ \_\_\_\_\_ / month

Butler Square 65 units (2-2 yard Dumpsters) \$ \_\_\_\_\_ / month

Hampton Crest 35 units (2-2 yard Dumpsters) \$ \_\_\_\_\_ / month

Five, eight (8) unit buildings (1-2 yard Dumpster per bldg) \$ \_\_\_\_\_ / month

Four, six (6) unit buildings (1-2 yard Dumpster per bldg) \$ \_\_\_\_\_ / month

## **FEES FOR VILLAGE OWNED BUILDINGS/FACILITIES**

### **Monthly Refuse Collection, Transport, Disposal**

Butler Village Hall/Police/Fire – 12621 W. Hampton	
Residential Pickup	\$ _____/month
Public Works Complex – 12975 W. Silver Spring Rd.	
1 – 4 yard dumpsters	\$ _____/month
Village Library – 12808 W. Hampton Ave	
Residential Pickup	\$ _____/month
Butler Community Building – 5251 N. 127 <sup>th</sup> Street	
2-2 yard Dumpsters	\$ _____/month
Eight (8) 32 gallon decorative refuse containers located On Hampton Ave. and the adjacent north and south Municipal Parking lots	\$ _____/month

### **Monthly Recycling Collection/Transport**

Butler Village Hall/Police/Fire – 12621 W. Hampton	
Residential Pickup	\$ _____/month
Public Works Complex – 12975 W. Silver Spring Rd.	
1 – 4 yard dumpsters	\$ _____/month
Village Library – 12808 W. Hampton Ave	
Residential Pickup	\$ _____/month
Butler Community Building – 5251 N. 127 <sup>th</sup> Street	
2-2 yard Dumpsters	\$ _____/month
Eight (8) 32 gallon decorative refuse containers located On Hampton Ave. and the adjacent north and south Municipal Parking lots	\$ _____/month

## **STORM WATER SERVICES**

**Annual charge for 25 loads of Street Sweeping debris included in this contract.**

Per ton disposal charge for street sweeping and catch basin debris (after 25 loads included in this contract. Village will transport)	\$ _____/ton
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## **SPECIAL EVENTS AND SERVICES.**

<b><u>Refuse Containers</u></b> (30 yd min., placed, removed)	\$ _____/unit
Village may need this service from time to time	

**SPECIAL CALLED IN PICK UP**

Per called in pick up \$ \_\_\_\_\_/call  
(800lbs. limit or 4 cyds. Fee between the Contractor and Resident)

**YARD WASTE SUBSCRIPTION SERVICE COLLECTION**

Seasonal rate per collection unit \$ \_\_\_\_\_/annually

**Fuel Rate Adjustment**

\$ \_\_\_\_\_/ton

Due to the fluctuating costs of fuel and its impact on our financial performance all unit rates quotes for refuse and recycling will be subject to a fuel surcharge. For each \$0.10 increase/decrease in Diesel Fuel costs above or below \$3.50 per gallon based on an average cost of diesel fuel for the past 120 days; using the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE") in its Weekly Retail On-Highway Diesel Prices Index.

## **SECTION V PERFORMANCE BOND**

### **INSTRUCTIONS FOR EXECUTION OF PERFORMANCE BOND**

The form of bonds attached hereto shall be used for this contract. This form contemplates one corporate surety only. In case co-sureties will be furnished, proper forms therefore shall be obtained.

If the principal is an individual, his/her full name and residence shall be inserted in the body thereof, and he/she shall sign the bond with his/her usual signature on the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it.

If the principal is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the fact shall be stated in which case a scroll of adhesive seal shall appear following the corporate name. This also applies to execution by the surety.

The date of the bond must not be prior to the date of the contract for which it is given. A Power of Attorney authorizing the execution of the Bond by an attorney-in-fact, or Agent, shall be attached to the executed counterpart of the bond. If the bond is executed by an out-of-state agent, the executed counterpart of the bond shall be counter-signed by a licensed resident agent.

**FORM OF BOND**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto the Village of Butler, 12621 W. Hampton Ave,  
Butler, Wisconsin 53007 in the full and just sum of one hundred thousand dollars  
(\$100,000.00) lawful money of the UNITED STATES OF AMERICA for the payment of which  
sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators,  
successors and assigns jointly and severally, firmly by these presents:

WHEREAS: The Principal has submitted to the Village of Butler the attached signed Contract  
being for rubbish collection and disposal in the Village of Butler from January 1, 2016 through  
December 31, 2021 complete, as described in the foregoing CONTRACT and ARTICLES OF  
AGREEMENT.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That inasmuch as the said  
attached Contract has been executed on behalf of the

\_\_\_\_\_  
the above named bounden Principal shall in all respects well and truly keep and perform the  
said Contract, and shall pay all sums of money due or to become due, for any labor,  
materials, apparatus, fixtures of equipment furnished for the purpose of constructing the work  
provided in said document, and shall defend, indemnify, and save harmless said Village of  
BUTLER against any and all liens, encumbrances, damages, claims, expenses, costs and  
charges of every kind except as otherwise provided in said specifications and other contract  
documents arising out of or in relation to the performance of said work and the provisions of  
said contract, and shall remove and replace any defects in workmanship or materials which  
may be apparent or may develop.

And the said Surety, for value received, hereby stipulates and agrees that no change,  
extension of time, alterations or additions to the terms of the contract or to the work to be  
performed hereunder or the specifications accompanying the same shall in any way affect its  
obligation on this bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands  
and seals this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

In the presence of: \_\_\_\_\_ (as to Principal)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name of Principal (SEAL)

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

In the presence of: \_\_\_\_\_ (as to Surety)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name of Surety (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

The above and foregoing is hereby approved as to form and sufficiency of  
surety, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
Village President

Title

**SECTION VI  
FORM OF AGREEMENT**

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, hereinafter called the "Contractor" and the Village of Butler, Butler, Wisconsin, hereinafter called the "Village";

WITNESSETH, that the Contractor and the Village, for the consideration stated herein agree as follows:

**COMPONENT PARTS OF THIS CONTRACT**

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached:

- a. Addendum Nos. – None
- b. Contract Work Specifications
- c. General Contract Provisions
- d. This instrument
- e. Contractor's accepted proposal of \_\_\_\_\_, 2015.

In the event that any provision in any of the above component parts of this contract conflicts with any provisions in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

Nothing in this contract shall be construed as creating an employment relationship between contractor, or any of its agents or employees, and the Village of Butler. This agreement constitutes an independent contractor's agreement.

In the event any work performed by contractor shall be governed by Wisconsin's prevailing wage rate laws, contractor agrees that all employees of contractor involved in the performance of work under this agreement shall be paid at the then applicable prevailing wage rate. It shall be the obligation of contractor to determine such applicability and rate as to work under this agreement.

Contractor and Village shall each be responsible for such claims and causes of action as may arise from negligent acts alleged as to their agents and employees, and each shall indemnify the other against any such claims or causes of action.

This contract is intended to confirm in all parts of applicable statutes of the State of Wisconsin, and if any part of provisions of the contract conflicts therewith, the said statute shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts the day and year first written above.

VILLAGE OF BUTLER

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
Patricia Tiarks, Village President

\_\_\_\_\_  
(Name)

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Kayla Chadwick, Village Administrator

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(Title)